

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LI PING DAI, *et al.*,

Plaintiffs,

-against-

LYCHEE HOUSE INC. d/b/a Lychee House, *et al.*,

Defendants.

USDC SDNY
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17cv6197 (DF)

CONDITIONAL
ORDER OF
DISMISSAL

DEBRA FREEMAN, United States Magistrate Judge:

In this action under the Fair Labor Standards Act and the New York Labor Law, which is before this Court on the consent of the parties pursuant to 28 U.S.C. § 636(c), the parties, having reached an agreement in principle to resolve the action, have placed their proposed settlement agreement before the Court for approval. *See Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 1999 (2d Cir. 2015) (requiring judicial fairness review of FLSA settlements). Although the parties have not also made a written submission to the Court, explaining why they believe the terms of the settlement agreement to be fair and reasonable, this Court is familiar with the claims and defenses raised in this case, and is also familiar with the relative strengths and weaknesses of the parties' positions, given that this Court conducted a lengthy settlement conference with the parties on August 13, 2019, the day that trial of the action was otherwise scheduled to commence. The settlement memorialized in the parties' proposed agreement (Dkt. 76) was reached at that conference before the Court. Based on the terms of the proposed agreement and the Court's understanding of the issues presented by this case, it is hereby ORDERED that:

1. The Court finds that the terms of the proposed settlement agreement are fair, reasonable, and adequate, both to redress Plaintiffs' claims in this action and to compensate Plaintiffs' counsel for their legal fees, and the agreement is therefore approved.

2. The Court notes that, although the parties have not expressly requested that this Court retain jurisdiction to enforce the terms of the agreement, the agreement itself states that “[a]ny dispute, claim or cause of action arising out of, or relating to . . . this Agreement shall be resolved in the United States District Court for the Southern District of New York.” (*Id.* ¶ 11.) In light of this, and in order to effectuate the evident intent of the parties, this Court will retain jurisdiction over this matter for the purpose of enforcing the settlement agreement.

3. The Court also notes that although most of the parties have already executed the agreement, one of the named Plaintiffs has not yet done so. Accordingly, as a result of the Court’s approval of the parties’ executed settlement agreement, this action is hereby discontinued with prejudice and without costs, provided, however, that within 30 days of the date of this Order, if the parties’ written documentation of the settlement is not fully executed, Plaintiffs may apply by letter for the restoration of the action to the active calendar of the Court.

Dated: New York, New York
November 4, 2019

SO ORDERED


DEBRA FREEMAN
United States Magistrate Judge

Copies to:

All counsel (via ECF)